

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Russell C. Muniz, CMC, Town Clerk

PREPARED BY: Russell C. Muniz, CMC, Town Clerk

SUBJECT: Resolution

AFFECTED DISTRICT: Town-Wide

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR LEGAL SERVICES BETWEEN THE TOWN OF DAVIE AND THE LAW FIRM OF GOREN, CHEROF, DOODY, AND EZROL, P.A. TO PERFORM THE DUTIES OF THE TOWN ATTORNEY AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: The Town of Davie terminated the services of Town Attorney Monroe D. Kiar effective January 10, 2007. It is the desire of the Town Council and of the law firm of Goren, Cherof, Doody, and Ezrol, P.A. to enter into an agreement for the provision of legal services as the Town Attorney.

PREVIOUS ACTIONS: The contract of Town Attorney Monroe Kiar was terminated effective January 10, 2007.

CONCURRENCES:

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If yes, expected cost: \$ \$185.00 per hour for general matters/\$225.00 for labor matters
Account Name: Professional Services/Town Attorney 001-1810-514-3101

If no, amount needed: \$

What account will funds be appropriated from:

Additional Comments:

RECOMMENDATION(S): Motion to approve the resolution.

Attachment(s): Resolution, Exhibit A (Agreement), Mr. Goren's resume, and resume for the firm.

RESOLUTION R-2007-

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR LEGAL SERVICES BETWEEN THE TOWN OF DAVIE AND THE LAW FIRM OF GOREN, CHEROF, DOODY, AND EZROL, P.A. TO PERFORM THE DUTIES OF THE TOWN ATTORNEY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 6(d) of the Town of Davie Charter requires that “The town attorney shall be retained by the town council and shall act as the legal advisor to and counsellor for the town and all of its officers in matters relating to their official duties;” and

WHEREAS, the Town of Davie terminated the services of Town Attorney Monroe D. Kiar effective January 10, 2007; and

WHEREAS, the Town Council desires to have proper legal representation on all municipal matters; and

WHEREAS, the Town Council desires to engage the firm of Goren, Cherof, Doody and Ezrol, P.A. to perform the duties of the Town Attorney in accordance with the attached agreement identified as Exhibit “A.”

NOW, THEREFORE, be it resolved by the Town Council of the Town of Davie, Florida,

SECTION 1. The Town Council hereby authorizes the Mayor to execute an agreement with the law firm of Goren, Cherof, Doody, and Ezrol, P.A., to perform the duties of the Town Attorney.

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2007.

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS ____ DAY OF _____, 2007.

**INDEPENDENT CONTRACTOR PROFESSIONAL SERVICES
AGREEMENT FOR LEGAL SERVICES**

THIS INDEPENDENT CONTRACTOR PROFESSIONAL SERVICES AGREEMENT is made and entered into in duplicate in Broward County, Florida this 10th day of January , 2007, by between the TOWN OF DAVIE, FLORIDA, a municipal corporation (hereinafter “Town”), and JAMES A. CHEROF, as a member of the law firm of Goren, Cherof, Doody & Ezrol, P.A. (hereinafter “Town Attorney”).

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and the mutual exchange of other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. James A. Cherof, as a member of the law firm of Goren, Cherof, Doody & Ezrol, P.A., shall serve in the capacity of Town Attorney to the Town in accordance with the Town Charter and the Code of Ordinances of the TOWN OF DAVIE, Florida ("Town Code").

2. The term of employment of the Town Attorney under this Contract, hence the term of this Independent Contractor Professional Services Agreement, shall commence on January 10, 2007, and shall remain in full force and effect until such time as the Agreement is terminated as provided for herein or modified by mutual consent of both parties.

3. The Town Attorney agrees to attend all regular and special meetings of the Town Commission and to perform any and all legal services, of whatever kind or nature, including general legal practice and litigation, required or requested of Town Attorney by the Town for the TOWN OF DAVIE and the Town Manager thereof (when same is acting in his/her official capacity on behalf of the TOWN OF DAVIE) during the term of this Employment Contract, subject only to the following. All legal services to be performed by Town Attorney hereunder shall be rendered at the request or direction of a majority of the Town Commission (meaning majority of Commission sitting at the time that any vote is taken on a direction to request service from Town Attorney); otherwise, Town Attorney shall not be required to perform legal services for Town except on its own initiative and at its own expense.

4. The parties specifically recognize and understand that several members of the Town Attorney possess the requisite skill, competence and exposure in municipal/governmental practice. Specifically, therefore, and notwithstanding any of the foregoing, the rendition of services hereunder by any attorney or paralegal of the law firm of the Town Attorney shall not be prohibited and shall be deemed to be in accordance with the provisions of Section 112.313, Florida Statutes, including, litigation and support services otherwise described and permitted by the aforesaid statute. Compensation for such services shall be in accordance with that schedule set forth in Exhibit “A” attached hereto.

5. As full payment and compensation for the Town Attorney's services hereunder, Town shall pay to Town Attorney and Town Attorney agrees to accept from Town an hourly rate of ONE HUNDRED EIGHTY FIVE AND NO/100 DOLLARS (\$185.00) per hour or such lesser sum as set forth on Exhibit “A” attached hereto and incorporated herein, not to exceed the budgeted amount adopted annually by the Town Commission, for the 2007 fiscal year commencing with the effective date of this agreement. Such compensation shall exclude litigation and such other specified additional special legal services as set forth herein below which services are to be paid at the same specified hourly rates described herein. The Town agrees to make payment to the Town Attorney on the first day of the month following the month of service rendition, with the initial installment to be made on the first day

of February, 2007. In the event of early termination pursuant to the terms hereof, Town Attorney shall be entitled only to such compensation as shall have accrued on a pro rata basis to the date of said early termination.

6. In addition to the compensation for professional services as set forth above, Town Attorney shall be permitted to submit to the Town on a monthly basis for payment by Town to Town Attorney an invoice for all reasonable and necessary legal expenses incurred on behalf of the Town, such as court costs, including but not limited to filing fees, service of summons, service of subpoenas, witness fees, including expert witness fees, court reporter fees, as well as long distance toll charges, computerized legal research, messenger service and photo copying and facsimile costs not performed by the Town in accordance with that schedule attached hereto as Exhibit "A". The foregoing constitutes reimbursement of expenses to Town Attorney and not fees for services as contemplated hereunder. Town Attorney may also request these costs be paid directly by Town to the billing party, agency or vendor upon their original invoice or billing statement rather than on a reimbursement basis.

7. The Town shall compensate the Town Attorney on an hourly basis of ONE HUNDRED EIGHTY FIVE AND NO/100 DOLLARS (\$185.00) per hour or such lesser sum as set forth in Exhibit "A" for:

A. Any litigation or arbitration in which the Town is a party plaintiff or a party defendant;

B. Any administrative hearings before any governmental/administrative bodies including, but not limited to, other official Town Boards or Committees except as set forth herein.

C. Municipal prosecutions filed in the Broward County Court for matters not brought before the Town's Code Enforcement Board.

D. Forfeiture proceedings.

E. Co-Counsel activities with insurance counsel assigned by the Town's insurance carrier when necessary and appropriate.

F. Preparation of Cable or Telecommunication Agreements or Ordinances.

G. Real Estate Transactions.

H. Charter Review matters.

I. Comprehensive Planning and Land Development related matters.

J. Issuing bond counselor's services, or other services required pursuant to public finance matters.

K. General ethics matters for administration staff and other employees.

L. Other matters of a non-routine legal nature requiring substantial time and effort, subject to prior authorization by a majority of the Town Commission.

The Town shall compensate the Town Attorney on an hourly basis of TWO HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$225.00) per hour or such lesser sum as set forth in Exhibit "A" for personnel, labor matters, labor negotiations and activities associated with statutory collective bargaining pursuant to Chapter 447, Florida Statutes, as amended, from time to time.

8. The Town agrees that the services provided by The Town Attorney under this Agreement are performed as an officer of the Town and therefore the Town hereby extends the protection afforded by Section 111.07, Florida Statutes, to The Town Attorney.

9. The parties to this Agreement hereby agree that this Agreement is terminable by majority vote of the Town Commission at any time and terminable by The Town Attorney upon thirty (30) days written notice tendered to the Town. However, at Town's option, and if so requested by Town, Town Attorney shall continue to provide the professional services contemplated herein pending the appointment, employment or retention of the successor Town Attorney if such process should take longer than thirty (30) days, provided that Town exerts reasonable efforts during said thirty (30) days to seek and select said successor.

10. The Town Attorney shall not assign or transfer its rights, title or interest in the Agreement nor shall the Town Attorney delegate any of the duties and obligations undertaken by the Town Attorney without the Town's prior written approval.

11. Within ten (10) days of the execution of this Agreement the Town Attorney shall provide the Town with a copy of the Town Attorney's malpractice insurance, if not already on file with the Town.

12. The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in Broward County, Florida.

13. This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by written instrument executed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals at and in the State and County first above written.

TOWN OF DAVIE, FLORIDA:

BY: _____
Mayor

TOWN ATTORNEY:

BY: _____
SAMUEL S. GOREN, as a member
of the law firm of Goren, Cherof, Doody
& Ezrol, P.A.

SSG:mp

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INDEPENDENT CONTRACTOR PROFESSIONAL SERVICES
AGREEMENT FOR LEGAL SERVICES

EXHIBIT "A"

RATE SCHEDULE

A. Identification

Client: TOWN OF DAVIE, Florida

B. Hourly rates for legal personnel pursuant to Paragraph 7:

Partners	\$185.00/hour
Associates	\$150.00-185.00/hour
Law Clerks	\$75.00-100.00/hour
Paralegals	\$100.00/hour

Hourly rates for Labor and Personnel Matters:

Partners	\$225.00/hour
Associates	\$150.00-225.00/hour
Law Clerks	\$75.00-100.00/hour
Paralegals	\$100.00/hour

C. Standard Charges

We charge for our time in minimum units of .10 hours.

D. Costs and expenses

In-office photocopying	\$ 0.35/page
Telefacsimile transmittal	\$10.00
Computerized legal research	at cost

E. Subject to change

The rates on this schedule are subject to change on thirty (30) days' written notice.

GOREN, CHEROF, DOODY & EZROL, P.A.

ATTORNEYS AT LAW

SUITE 200

3099 EAST COMMERCIAL BOULEVARD

FORT LAUDERDALE, FLORIDA 33308

PHONE: (954) 771-4500

FAX: (954) 771-4923

SAMUEL S. GOREN
JAMES A. CHEROF
DONALD J. DOODY
KERRY L. EZROL
MICHAEL D. CIRULLO, JR.

DELRAY BEACH OFFICE:
76 N.E. FIFTH AVENUE
DELRAY BEACH, FL 33483
PHONE: (561) 276-9400
FAX: (561) 819-6559

JULIE F. KLAHR
DAVID N. TOLCES
JAMILA ALEXANDER
JACOB G. HOROWITZ

STEVEN L. JOSIAS, OF COUNSEL

PLEASE REPLY TO FORT LAUDERDALE

January 5, 2007

Mayor Tom Truex
Town of Davie
6591 Orange Drive
Davie, FL 33314

Re: Town of Davie – Town Attorney

Dear Mayor Truex and Members of the Town Council:

Please allow the following to serve as our law firm's formal proposal to provide legal services as Town Attorney for the Town of Davie. For your ease of review, I have placed pertinent information in numbered paragraphs below:

1. The name and address of the law firm is Goren, Cherof, Doody & Ezrol, P.A. is located at 3099 E. Commercial Boulevard, Suite 200, Fort Lauderdale, Florida 33308; (954) 771-4500;
2. James A. Cherof, Esquire, will be the primary attorney responsible for the Town's legal services. Samuel S. Goren, Esquire will be the secondary attorney. In addition, the law firm employs a total of nine (9) attorneys, all with municipal and local government experience, as well as other specialties on which the Town may need to call upon from time to time. A biographical sketch and resume is attached.
3. The law firm currently represents several municipalities and local government agencies in Broward and Palm Beach Counties, including, but not limited to, Broward League of Cities, the City of Boynton Beach, City of Coral Springs, Delray Beach Community Redevelopment Agency, Town of Hillsboro Beach, Lake Worth Community Redevelopment Agency, Town of Lauderdale by the Sea, City of Lighthouse Point, City of North Lauderdale, City of Oakland Park, Oakland Park Community Redevelopment Agency, City of Pembroke Pines, City of Tamarac, Village of Sea Ranch Lakes, City of Wilton Manors. In addition, the firm represents the Hillsboro Inlet District, Broward County Housing Authority, Fort Lauderdale Housing Authority, North Lauderdale Housing Authority, North Lauderdale Water Control District, Pine Tree Water Control District, and the South Florida Regional Planning Council.

None of the foregoing client representations present an existing conflict of interest under the Florida Bar Rules or pursuant to Chapter 112, Florida Statutes. If, as, and when, a conflict may arise, we will, follow the applicable Florida Bar Rules, provide disclosure to the Town and take appropriate action as is required by our Code of Professional Responsibility.

4. There are no matters currently being handled by any member of this law firm that are adverse to the Town.
5. Mr. Cherof has recently represented two of the Town's current employees, Donald DiPetrillo and Steve Eggnatz in their individual and not their professional capacity. The nature of his representation involved a cautionary letter written to two other employees of the Town regarding defamatory statements. If the nature of that matter, which appears to be dormant, if not concluded, changes, we will make further disclosure to the Council.
6. The firm shall render monthly statements to the Town for general legal services rendered within the Town Attorney's Budget, at an hourly rate of \$185.00 per hour for general matters and \$225.00 for labor matters. Costs of long-distance telephone calls, photocopying, facsimile transmissions, and computerized legal research will be charged separately.

If selected, the law firm and Town will enter into a Retainer Agreement to specify general legal services covered by the retainer, and which services will be charged separately.

We look forward to your favorable review. Should you require any additional information or documentation, please do not hesitate to contact me.

Respectfully,

Samuel S. Goren

SAMUEL S. GOREN

SSG:mp

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SAMUEL S. GOREN
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone: (954) 771-4500
Facsimile: (954) 771-4923

RESIDENCE: Fort Lauderdale, Florida

LEGAL
EXPERIENCE:

January, 1978 -
Present

Goren, Cherof, Doody & Ezrol P.A.

AV Rated by: Martindale-Hubbell, Inc.

Partner in private law firm engaged in the General Practice of Law.

Areas of practice include: corporate law, commercial law and transactions, real estate, commercial litigation, labor arbitration and negotiation, governmental and administrative law, including eminent domain.

September, 1976 -
2001

Attorney: Supervisor of Elections, Broward County Florida

1997 – present

City Attorney: City of Pembroke Pines, Florida

August, 1979 -
Present

City Attorney: City of North Lauderdale, Florida

April, 1982 -
Present

General Counsel: South Florida Regional Planning Council, Hollywood, Florida

October, 1989 -
Present

Special Counsel: District IV, State of Florida, Department of Transportation

July, 1990 -
Present

General Counsel: Hillsboro Inlet District, Hillsboro Beach, Florida

1997 – present

City Attorney: City of Coral Springs, Florida

April, 2005 – present

City Attorney: City of Tamarac

1999 – 2004

City Attorney: City of Lighthouse Point, Florida

2000 – 2004

General Counsel: Broward County Charter Review Commission

February, 1987 -

1995	Special Eminent Domain Counsel: City of Parkland, Florida
September, 1985 - 1995	Special Eminent Domain Counsel: City of Fort Lauderdale, Florida
September, 1983 - August, 1991	General Counsel: Broward County Expressway Authority, Fort Lauderdale, Florida
March, 1980 - July, 1991	General Counsel: Pompano Beach Housing Authority, Pompano Beach, Florida
September, 1976 - January, 1978	Office of the General Counsel, Broward County, Florida Room 248 - Broward County Courthouse 201 Southeast 6th Street Fort Lauderdale, Florida 33301 Duties included legal representation of the Board of County Commissioners, the County Administrator and the several Departments and Divisions of Broward County Government. Major emphasis in Local Governmental Law and procedures and related fields of concern. Counsel to several County and charter advisory bodies.
September, 1975 - September, 1976	The U.S. Securities and Exchange Commission 500 North Capitol Street, N.W. Washington, DC 20549 Duties included review and examination of Registration Statements, Proxy material and related documents, the drafting of legal opinions and general legal corporate matters for this Federal Regulatory agency in the Division of Corporation Finance.
April, 1974 - April, 1975	The City Attorney of Durham, North Carolina City Hall Complex Post Office Box 2252 Durham, North Carolina 27704 Duties included representation of the City Council of Durham, North Carolina and the several Departments and Divisions of Durham City Government. Major emphasis on Local - Municipal - Government Law and related matters.

<p>April, 1973 - April, 1974</p>	<p>One year internship as a member of City Attorney's legal staff. Admitted to practice under N.C. Third Year Practice Act, 1974.</p> <p>Winston, Coleman and Bernholz, Attorneys at Law Suite 20 - Franklin Building 137 East Franklin Street Chapel Hill, North Carolina 27514</p> <p>Senior Law Clerk upon termination of employment in this law firm engaged in the General Practice of Law.</p>
<p>PAST AND PRESENT BAR AND COMMUNITY ACTIVITIES:</p>	<ul style="list-style-type: none"> - Chairman, Civil Service Board, City of Lauderhill, Florida - Board of Directors and Former President Areawide Council on Aging of Broward County, Inc./General Counsel, Presently - Long Term Care Ombudsman Committee, Attorney Member, appointed by Governor Bob Graham - Chairman, Local Government Law Section, Florida Bar - Florida Bar, Local Government Law Section, Ralph A. Marsicano Award - Excellence in Local Government Law Practice, 1986
<p>PUBLICATIONS:</p>	<p>Note, "To Impute or Not to Impute: That is the Question", 5 N.C. Central L.J. 121 (Fall, 1973).</p> <p>Note, "Crews v. Taylor: A Testator's Intent Can Be No Less Than His Command?", 6 N.C. Central L.J. 121 (Fall, 1974).</p>
<p>EDUCATIONAL BACKGROUND:</p>	<p>North Carolina Central University School of Law, Durham, North Carolina Class of 1975 - Juris Doctor, Cum Laude Editor-In-Chief Law Journal</p> <p>The University of Rhode Island Kingston, Rhode Island Class of 1972 - Bachelor of Arts, Dean's List</p>
<p>BAR MEMBERSHIP:</p>	<p>The Florida Bar</p> <p>The District of Columbia Bar</p> <p>United States District Court, Southern District of Florida</p>

U.S. Court of Appeals for the 11th Circuit

United States Supreme Court

**MEDIATION
EXPERIENCE:**

Certified Florida Supreme Court and Circuit Court Mediator.

At the request of multiple governmental and private parties, I have been engaged as a Mediator by Joint Stipulation in matters of eminent domain, government and administrative practice. I have also acted as Special Master in election matters and municipal matters on a periodic basis.

**LECTURE
EXPERIENCE:**

I have acted as a lecturer for The Florida Bar, The Institute of Government at FAU/FIU, St. Thomas University and CLE International for a major part of my professional career in the areas of election law, municipal/governmental practice, Sunshine Law, Ethics and eminent domain.

GOREN, CHEROF, DOODY AND EZROL, P.A.
3099 East Commercial Boulevard
Fort Lauderdale, Florida 33308
(954) 771-4500
FAX: (954) 771-4923
E Mail: office@cityatty.com

FIRM RESUME

SAMUEL S. GOREN

Born Providence, Rhode Island, October 24, 1950; Admitted to Bar, 1975, Florida; 1977, U.S. District Court, Southern District of Florida; 1982, U.S. Supreme Court and District of Columbia, Court of Appeals; 1982, U.S. Court of Appeals, 11th Circuit.

EDUCATION: University of Rhode Island (B.A., 1972); North Carolina Central University (J.D., Cum Laude, 1975). Editor in Chief, North Carolina Central Law Journal, 1974-1975.

AUTHOR: "To Impute or Not to Impute: That is the Question" 5 North Carolina Central Law Journal 121, Fall, 1973; "Crews vs. Taylor: A Testator's Intent Can Be No Less Than His Command?" 6 North Carolina Central Law Journal 121, Fall, 1974.

City Attorney, North Lauderdale, Florida, 1979-present. Counsel, South Florida Regional Planning Council, 1982-present. Counsel, Supervisor of Elections of Broward County, Florida, 1976-2001. Deputy City Attorney, City of Coral Springs, 1993-1997. City Attorney, City of Coral Springs, 1997-present. Deputy City Attorney, City of Pembroke Pines, 1977-1997. City Attorney, City of Pembroke Pines, 1997-present. City Attorney, Lighthouse Point, Florida, 2000-2004; City Attorney, Tamarac, 2005-present.

MEMBER: Broward County Bar Association, American Bar Association, DC Bar Association; The Florida Bar (Chairman-elect), 1983-1984 and Chairman, 1984-1985, Local Government Section; The District of Columbia Bar.

JAMES A. CHEROF

Born New York, New York, March 15, 1951; Admitted to Bar, 1978, Texas; 1979, U.S. District Court, Southern District of Texas; 1980, Florida; U.S. District Court, Southern District of Florida.

EDUCATION: Florida State University (B.A., 1973); South Texas College of Law (J.D., 1978).

City Attorney, Boynton Beach, Florida, 1990-present. Town Attorney, Town of Lauderdale-By-The-Sea, 1993-present. Assistant City Attorney, City of Coral Springs, 1994-present. City Attorney, Wilton Manors, Florida, April, 1984-October, 1984. Assistant City Attorney, Pembroke Pines, Florida, 1980-present; Labor Consultant, Village of North Palm Beach, Florida 1997 – present; Lead Labor Negotiator, Town of Jupiter, Florida 2004-Present.

MEMBER: Broward County and American Bar Association; The Florida Bar (Member sections on: Trial Lawyers; Labor and Employment Law); State Bar of Texas.

DONALD J. DOODY

Born Portland, Oregon, February 19, 1951; Admitted to Bar, 1979, Florida and Illinois; 1980, U.S. District Court, Southern District of Florida; 1987, U.S. Court of Appeals, 11th Circuit; U.S. Supreme Court.

EDUCATION: The Citadel (B.A., 1973); Florida Atlantic University (M.P.A., 1976); Northern Illinois University (J.D., 1978).

City Attorney, Oakland Park, Florida, 1985-1997, 2001-present; Village Attorney, Village of Sea Ranch Lakes, Florida, 1992-present; General Counsel to Pine Tree Water Control District, 1984-present; Counsel, South Florida Regional Planning Council, 1985-present.

MEMBER: The Florida Bar (member sections on: Real Estate, Probate and Trust; Local Government Law); Broward County, The Illinois Bar and American Bar Associations.

Florida Association of Municipal Attorneys; Board of Directors, 2001-present.

KERRY L. EZROL

Born Brooklyn, New York, November 24, 1961; Admitted to Bar, 1986, Florida; 1987, U.S. District Court, Southern District of Florida; U.S. Court of Appeals, 11th Circuit..

EDUCATION: State University of New York at Buffalo (B.S., 1983); Pepperdine University (J.D., Cum Laude, 1986). Associate Editor, Pepperdine Law Review, 1985.

Village Attorney for Village of Sea Ranch Lakes, Florida, 1990-1992. Assistant City Attorney, Pembroke Pines, Florida, 1986-present. City Attorney, Wilton Manors, Florida, 1996-present. Assistant City Attorney, City of Coral Springs, 1994-present. Chapter 7 Trustee for Bankruptcy Court in Southern District of Florida, 1993-2000.

MEMBER: The Florida Bar; American Bar Association; The Bankruptcy Bar Association.

MICHAEL D. CIRULLO, JR

Born West Palm Beach, Florida, May 28, 1967; Admitted to Bar, 1993, Florida; 1997, U.S. District Court, Southern District of Florida; 2003, U.S. Court of Appeals, 11th Circuit.

AUTHOR: "Harris v. Moore, The Dilemma of the Disinterested Supervisor of Elections," Stetson Law Review, Winter 2002.

EDUCATION: University of Florida College of Business Administration (B.S., with honors, 1989); University of Florida College of Law (J.D., with honors, 1992) Associate Editor, University of Florida Law Review, 1991 - 1992.

1993-1996, Senior Staff Attorney for the Honorable Hugh S. Glickstein of the Fourth District Court of Appeal, West Palm Beach, Florida.

City Attorney, City of Lighthouse Point, 2004-present; Assistant City Attorney, City of Pembroke Pines, 1996-present; Assistant City Attorney, City of Coral Springs, 1996-present; Deputy

City Attorney, City of Lighthouse Point, 2000-2004; Special Counsel, Orange County Supervisor of Elections, 2001-present; Code Enforcement Special Master, City of Weston, 2003-present.

MEMBER: The Florida Bar, United States District Court, Southern District of Florida; United States Court of Appeals, 11th Circuit; Broward County Bar Association.

JULIE F. KLAHR

Born New York, November 14, 1966; Admitted to Bar, 1992, Florida; U.S. District Court, Southern District of Florida, 1994; U.S. Supreme Court, 2004; U.S. Court of Appeals, 11th Circuit, 2005.

EDUCATION: University of Florida (B.S., 1988); Mercer University, (J.D., 1991).

April, 1996 to December, 1997 - Assistant General Counsel, State of Florida, Department of Juvenile Justice; April, 1993 to April, 1996, Judicial Staff Attorney/Special Master, State of Florida, 17th Judicial Circuit; February, 1992 to September, 1992, Law Clerk, Josias & Goren, P.A.

Town Attorney, Hillsboro Beach, December 2006 – present; Deputy City Attorney, City of Pembroke Pines, 1999-present.

MEMBER: The Florida Bar (City, County, Local Government Section); Voluntary Bar Association Liaison Committee, The Florida Bar (1993 - 2006) - Past Chair; Education Law Committee (2206 – present); Unlicensed Practice of Law Committee, The Florida Bar (2004-2006); Civil Service Board of City of Lauderhill, (1993-1998); Inns of Court (1997 to present) – Past Membership Chair; Broward County Bar Association - Board of Directors, 2002-2006 (Government Law Section Chair); B'nai B'rith Justice Unit Board of Directors (2001-2005); Broward County Women Lawyers Association; Fundraising Co-Chair, Legal Aid of Broward County, 2001-2002; Business Professionals for Children's Home Society, Vice Chair (2002-2006); Family Central Board of Directors (2006 - present).

DAVID N. TOLCES

Born Freeport, New York, August 29, 1963; Admitted to the Bar, 1989, Florida; U.S. District Court, Southern District of Florida; Trial Bar U.S. District Court, Southern District of Florida; Court of Appeals, 11th Circuit.

EDUCATION: University of Texas at Austin (B.S. Geological Sciences, 1986); University of Florida (J.D. 1989) .

Assistant City Attorney, City of Delray Beach, December 1990-June 1998; Assistant General Counsel, Broward County Charter Review Commission (2001); Member, Legal Panel, Brevard County Charter Review Commission; Special Outside Counsel, City of Naples 2004-present; Outside Counsel, City of Lake Worth Community Redevelopment Agency 2004-present; Assistant General Counsel, Broward County Housing Authority 2004-present, Assistant General Counsel, City of Fort Lauderdale Housing Authority.

MEMBER: The Florida Bar (Local Government Section), Broward County Bar Association (Chair, Local Government Law Section, 2005), Palm Beach County Bar Association (Client Relations Committee Member, 2000; Law Week Committee Co-Chair, 1998); Member, Board of Directors, Children's Home Society; Member, Delray Beach Sunrise Rotary Club; Woodbury Homeowner's Association (Director, 2005).

JAMILA ALEXANDER

Born Miami, Florida, July 10, 1977; Admitted to Bar, 2002, Florida; U.S. District Court, Southern District of Florida, 2004; U.S. District Court, Middle District of Florida, 2005.

EDUCATION: Florida Agricultural and Mechanical University (B.A., Summa Cum Laude, 1999); University of Miami (J.D., Cum Laude, 2002). Articles and Comments Editor, University of Miami Business Law Review, 2001-2002.

Associate, Goren, Cherof, Doody, & Ezrol, P.A., 2005-present; Associate, Powers, McNalis and Torres, 2003-2005; Associate, Parks and Crump, LLC, 2002-2003; Certified Legal Intern, Office of the Public Defender, Juvenile Division, Fort Lauderdale, 2002; Legal/Business Operations Intern, the Miami Dolphins, Ltd., Davie, 2001-2002; Summer Associate, Gordon, Hargrove, Weihe & James, P.A., Fort Lauderdale, 2001; Judicial Intern, the Honorable Melvia Green, Florida Third District Court of Appeal, Miami, 2000.

MEMBER: The Florida Bar; National Bar Association; Palm Beach Bar Association; Florida Defense Lawyers Association.

JACOB G. HOROWITZ

Born Stuart, Florida, May 13, 1977; Admitted to Bar, 2005, Florida.

EDUCATION: Northeastern University (B.A. in English, *magna cum laude*, 2000); New England School of Law (J.D., 2005).

Associate, Goren, Cherof, Doody & Ezrol, P.A., 2006-present; Law Clerk, Law Office of Richard Bardi, Winter 2005; Judicial Intern, Massachusetts Court of Appeals, Fall 2004; Law Clerk, Sam Auslander and Associates, Summer 2004; Legal Intern, Office of the Massachusetts Attorney General, Spring 2004; Editor, *The Jewish Advocate*, 2000-2002.

MEMBER: The Florida Bar (City, County, Local Government Law; Appellate Law; and Environmental & Land Use Law sections), American Bar Association (State and Local Government Law sections), Broward Bar Association (Government Law section).